

1 ERIC BALL (CSB No. 241327)  
 2 eball@fenwick.com  
 3 IRENE AGUIRRE (CSB No. 318947)  
 4 iaguirre@fenwick.com  
 5 FENWICK & WEST LLP  
 6 Silicon Valley Center  
 7 801 California Street  
 8 Mountain View, CA 94041  
 9 Telephone: 650.988.8500  
 10 Facsimile: 650.938.5200

11 Attorneys for Plaintiff  
 12 PILOT.COM, INC.

13  
 14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

16 PILOT.COM, INC.,

17 Case No.: 5:23-cv-04250

18 Plaintiff,

19 v.  
**COMPLAINT FOR TRADEMARK  
 20 INFRINGEMENT, FALSE  
 DESIGNATION OF ORIGIN, AND  
 UNFAIR COMPETITION**

21 OMNICORP INC. DBA PILOT AI,

22 Defendant.

**DEMAND FOR JURY TRIAL**

23 Plaintiff Pilot.com, Inc. (“Pilot”) for its Complaint against Defendant Omnicorp Inc. dba  
 24 Pilot AI (“Defendant” or “Pilot AI”) alleges as follows:

25 1. Pilot uses the trademark PILOT to identify its services such as accounting,  
 26 bookkeeping, CFO, and tax services for startups and growing businesses, which it offers in  
 27 several countries around the world to customers in a wide variety of industries.

28 2. As part of its business, Pilot powers the financial back office for businesses by  
 29 providing consumers with its online non-downloadable software designed to facilitate financial  
 30 management and provide valuable insights to help consumers grow their businesses.

31 3. This action arises from Defendant’s unauthorized use of confusingly similar marks  
 32 PILOT AI, PILOT.AI, PILOT, and GETPILOT.AI (collectively the “PILOT-based Marks”) in  
 33 connection with various goods and services related to automating administrative work for

34 COMPLAINT FOR TRADEMARK  
 35 INFRINGEMENT, ET AL.

36 Case No.: 5:23-cv-04250

businesses, which will cause consumers to mistakenly believe that Pilot is affiliated with Defendant.

4. By using the confusingly similar PILOT-based marks, Defendant is likely to cause confusion that Pilot is the source or sponsor of Defendant's products or services, or that there is an association between Pilot and Defendant, in violation of the Lanham Act and related state law.

5. Accordingly, Pilot seeks injunctive relief and damages under federal trademark infringement law (15 U.S.C. § 1114), federal false designation of origin law (15 U.S.C. § 1125(a)), the common law doctrine of trademark infringement, and unfair competition within the meaning of California Business and Professions Code §§ 17200 *et seq.*

## **JURISDICTION AND VENUE**

6. This Court has personal jurisdiction over Defendant because, on information and belief, Defendant has its principal place of business in the Northern District of California and claims to have trademark rights in the State of California and this judicial district. Further, on information and belief, Defendant directs and supports its infringing activities and unlawful and unfair business practices from its California offices.

7. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1338 and 1367. Pilot's claims are, in part, based on violations of the Lanham Act, as amended, 15 U.S.C. §§ 1051, *et seq.* The Court has jurisdiction over the state law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1331(b). A substantial part of the events and injuries giving rise to the claims set forth herein occurred in this district. On information and belief, Defendant claims to provide its products and services using the infringing marks in this district, and Defendant's CEO claims a connection to this district in his marketing of Pilot AI.

## **INTRA-DISTRICT ASSIGNMENT**

9. Because this is an intellectual property case, it is subject to assignment to any division pursuant to Civil Local Rule 3-2(c).

## THE PARTIES

10. Plaintiff Pilot is a corporation duly organized and existing under the laws of the  
state of Delaware with its headquarters at 353 Sacramento St. Ste #1900, San Francisco, CA  
94111.

11. Upon information and belief, Defendant Pilot AI is a corporation organized and  
existing under the laws of the state of Delaware, with its headquarters in California.

## PILOT'S BUSINESS AND MARKS

12. Pilot is a comprehensive financial services provider for businesses. Founded in  
2016, Pilot's products and services enable businesses to streamline financial management,  
integrate accounting tools seamlessly, maximize savings, raise capital, and improve financial  
accuracy and reliability. Customers of Pilot have received +\$10 billion in fundraising and +\$36  
million in R&D tax savings. Additionally, Pilot has helped customers process over 10 million  
transactions and provided customers with over 250 integrations to choose from.

13. Pilot is a leading provider of bookkeeping services for startups and small  
businesses. Pilot was established with the objective of modernizing bookkeeping practices.  
Catering to growing businesses, Pilot employs a team of over 350 dedicated, full-time finance  
professionals based in the U.S. who become well-versed in each company's unique operations.  
Seamlessly integrating with the systems customers are already utilizing, Pilot combines software  
with skilled bookkeepers to provide precise and consistent bookkeeping services. This allows  
entrepreneurs to concentrate on their core business activities while also benefiting from a range of  
supplementary financial services.

14. Pilot's products and services are sold throughout the United States. Pilot's  
products and services are used by over one thousand customers ranging in all sizes and spanning  
many industries.

15. Pilot has used the PILOT mark at least as early as 2017 and uses its PILOT mark  
in connection with advertising, marketing, and promoting its products and services worldwide  
through multiple platforms, including but not limited to Pilot's website, [www.pilot.com](http://www.pilot.com),  
Facebook, Twitter, and LinkedIn.

1       16. Because of Pilot's significant investment in advertising, promotion, and use of the  
2 PILOT mark, Pilot has developed recognition for its products and services under the PILOT mark  
3 and has acquired and enjoys a valuable reputation and goodwill under its mark.

4       17. The PILOT mark assures customers and the public that the products and services  
5 that are offered in connection with the PILOT mark meet the high-quality standards for which  
6 Pilot has established its reputation and goodwill.

7       18. Pilot owns a trademark registration for PILOT (U.S. Trademark Registration No.  
8 5,550,048) for bookkeeping services and providing temporary use of non-downloadable computer  
9 programs for bookkeeping, for organizing data relating to and servicing receivables and payables,  
10 for performing revenue recognition, for tracking income, expenses, and other financial metrics,  
11 for creating financial reports and for importing and organizing financial data. A copy of the  
12 registration is attached hereto as Exhibit A.

13       19. Pilot also has a pending trademark application for the PILOT mark (U.S.  
14 Trademark App. No. 97612190). Pilot filed the application on September 29, 2022 and covers tax  
15 preparation and filing services; tax advisory and consulting services; tax compliance services; tax  
16 planning and tax management services; foreign tax business services; conducting financial tax  
17 studies; providing tax analysis and calculation in the nature of business accounting and  
18 assessment and planning services; accounting services; responding to inquiries and audit  
19 examinations from tax authorities; business auditing services; business management and  
20 consulting services; merger, acquisition and divestiture consulting and advisory services; credit  
21 assessment services; financial services; financial services, namely, equity administration services;  
22 financial services, namely, financial planning and investment advisory services; financial  
23 services, namely, wealth management services; financial services, namely, recording transactions  
24 on customer's equity ledgers; financial services, namely, facilitating the issuance of equity awards  
25 to service providers; maintaining and updating corporate records, namely, maintaining the number  
26 of authorized shares, par value and other principal rights and preferences, as maintainable in stock  
27 records and in accordance with the customer's charter, monitoring equity pool balances, and  
28 assisting 83(b) filings for the purchase of unvested shares; online non-downloadable software for

1 tax preparation and consulting services; and online non-downloadable software to facilitate the  
2 collection of information and preparation and filing of tax forms. A copy of the application is  
3 attached hereto as Exhibit B.

4 20. Through its extensive uses of the PILOT mark, Pilot also owns common law  
5 trademark rights in the PILOT mark for all of the products and services marketed under the  
6 PILOT mark.

#### 7 **DEFENDANT'S BUSINESS AND INFRINGEMENT OF PILOT'S MARKS**

8 21. Upon information and belief, Defendant provides services related to automating  
9 administrative work for businesses.

10 22. Upon information and belief, Defendant uses the PILOT-based Marks on its  
11 website located at [www.getpilot.ai](http://www.getpilot.ai) in connection with its product that assists consumers by  
12 pulling information from sales calls and providing notes and auto populating customer relation  
13 management fields by turning conversation into data points.

14 23. Upon information and belief, Defendant is using Pilot AI as its business name,  
15 Pilot for its product, and [getpilot.ai](http://getpilot.ai) as its domain name.

16 24. Like Pilot, Defendant offers back office software to support and streamline  
17 businesses' operational processes.

18 25. Pilot is informed and believes that Defendant intentionally used the PILOT-based  
19 Marks, without Pilot's permission, in interstate commerce only after Pilot registered its PILOT  
20 mark and began using it in interstate commerce.

21 26. Defendant's continued use of the PILOT-based Marks is likely to cause confusion,  
22 mistake or deception and create an erroneous impression that Defendant's products and services  
23 have a connection, source, sponsorship, or affiliation with Pilot and its products and services.

24 27. Defendant's continued use of the PILOT-based Marks deprives Pilot of the ability  
25 to control and maintain the high-quality products and services under the PILOT mark. Given  
26 Pilot's advertising and promotion of its products and services and its reputation in the industry,  
27 Defendant's use of the PILOT-based Marks will continue to cause a likelihood of confusion  
28 among the public by causing individuals to attribute incorrectly the quality and content of

1 Defendant's offerings to Pilot. That likelihood of confusion jeopardizes Pilot's relationship with  
2 its current and prospective customers and the public. That confusion also places Pilot's valuable  
3 reputation in the hands of Defendant, over which Pilot has no control.

4       28.     Defendant's use of the PILOT-based Marks has caused, and continues to cause,  
5 irreparable injury to Pilot and its reputation and goodwill, and unless enjoined will cause further  
6 irreparable injury for which Pilot has no adequate remedy at law.

7       29.     Because Defendant undertook its unauthorized use of the PILOT-based Marks  
8 after Pilot registered its PILOT mark and over Pilot's objection to Defendant's use, Defendant's  
9 use and infringement of the PILOT mark is willful and intentional.

10      30.     Defendant has been aware of Pilot's PILOT mark since at least September 19,  
11 2022, when Pilot's CEO, Waseem Daher, sent an email to Defendant's CEO, Maxwell Lu,  
12 informing Defendant of its infringement, to which Mr. Lu responded on the same day saying that  
13 Defendant, Pilot AI, would rebrand and stop use of the PILOT-based Marks.

14      31.     Defendant, however, continued to use the infringing PILOT-based Marks.  
15 Therefore, on January 23, 2023, Mr. Daher sent Mr. Lu a second email to confirm that  
16 Defendant's rebrand was still in progress and to clarify the timeline of the rebrand. Pilot received  
17 no response.

18      32.     Then, on April 12, 2023, Pilot's counsel sent Defendant a letter informing  
19 Defendant of its infringement again.

20      33.     Finally, after receiving no response to the April 12, 2023 letter, Pilot's counsel  
21 followed up on May 26, 2023 to reiterate the request that Defendant change its name and cease all  
22 use of the infringing PILOT-based Marks, to which there was no response.

23      34.     As of the date of this Complaint, Pilot has not received a response from Defendant  
24 since the September 19, 2022 email.

25      35.     Because Defendant has in bad faith ignored Pilot's attempts to amicably resolve  
26 this dispute informally, Pilot has no choice but to file this Complaint.

**FIRST CAUSE OF ACTION****FEDERAL TRADEMARK INFRINGEMENT****(15 U.S.C. § 1114)**

36. Pilot realleges and incorporates herein by reference the matters alleged in  
4 paragraphs 1 through 35 of this Complaint.

6 37. Defendant either had actual notice and knowledge, or had constructive notice, of  
7 Pilot's ownership and registrations of its PILOT mark pursuant to 15 U.S.C. § 1072 before  
8 Defendant's adoption and use of the PILOT-based Marks.

9 38. Upon information and belief, Defendant was aware of Pilot's business and its  
10 PILOT mark and registration prior to the adoption and use of the PILOT-based Marks.

11 39. Upon information and belief, Defendant, without Pilot's consent, deliberately  
12 adopted and used the PILOT-based Marks in an attempt to trade on the goodwill, reputation, and  
13 selling power established by Pilot under its PILOT mark.

14 40. Defendant's use of the PILOT-based Marks falsely indicates to consumers that  
15 Defendant's products, and any related services, are in some manner connected with, sponsored by,  
16 affiliated with, or related to Pilot and its products and services.

17 41. Defendant's unauthorized use of the PILOT-based Marks is also likely to cause  
18 consumers to be confused as to the source, nature and quality of the products and any related  
19 services that Defendant is promoting or selling.

20 42. Defendant's unauthorized use of the PILOT-based Marks in connection with the  
21 sale of its products and any related services allows, and will continue to allow, Defendant to  
22 receive the benefit of the goodwill established at great labor and expense by Pilot and to gain  
23 acceptance of Defendant's products and any related services, not based on the merits of those  
24 products and services, but on Pilot's reputation and goodwill.

25 43. Defendant's unauthorized use of the PILOT-based Marks in connection with the  
26 sale of its products and any related services deprives Pilot of the ability to control the consumer  
27 perception of the quality of the products and any related services marketed under the PILOT  
28 mark, and places Pilot's reputation and goodwill in the hands of Defendant, over which Pilot has

1 no control.

2 44. Defendant's unauthorized use of the PILOT-based Marks is likely to cause  
3 confusion, or to cause mistake, or to deceive consumers or potential consumers in violation of 15  
4 U.S.C. § 1114.

5 45. As a direct and proximate result of Defendant, Pilot has suffered and will continue  
6 to suffer damages in an amount to be determined at trial.

7 46. Pilot has been, is now, and will be irreparably injured and damaged by Defendant's  
8 trademark infringement, and unless enjoined by the Court, Pilot will suffer further harm to its  
9 reputation and goodwill. This harm is an injury for which Pilot has no adequate remedy at law.

10 **SECOND CAUSE OF ACTION**

11 **FALSE DESIGNATION OF ORIGIN**

12 **(15 U.S.C. § 1125(a))**

13 47. Pilot realleges and incorporates herein by reference the matters alleged in  
14 paragraphs 1 through 46 of this Complaint.

15 48. Defendant's unauthorized use of the PILOT-based Marks falsely suggest that its  
16 products and any related services are connected with, sponsored by, affiliated with, or related to  
17 Pilot, and is a false designation of origin in violation of 15 U.S.C. § 1125(a).

18 49. As a direct and proximate result of Defendant, Pilot has suffered and will continue  
19 to suffer damages in an amount to be determined at trial.

20 50. Pilot has been, is now, and will be irreparably injured and damaged by Defendant's  
21 aforementioned acts, and unless enjoined by the Court, Pilot will suffer further harm to its  
22 reputation and goodwill. This harm is an injury for which Pilot has no adequate remedy at law.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF COMMON LAW TRADEMARK RIGHTS**

25 51. Pilot realleges and incorporates herein by reference the matters alleged in  
26 paragraphs 1 through 50 of this Complaint.

27 52. Pilot owns and has valid common law trademark rights in its PILOT mark used in  
28 connection with a wide range of products and services identified herein.

1       53.     Defendant's use of the PILOT-based Marks is in violation and derogation of Pilot's  
 2 common law trademark rights and is likely to cause confusion, mistake, and deception among  
 3 consumers and the public as to the source, origin, sponsorship, affiliation, and/or quality of  
 4 Defendant's products and any related services, thereby causing loss, damage, and injury to Pilot  
 5 and to the purchasing public.

6       54.     Pilot is informed and believes, and thereon alleges, that Defendant's violations of  
 7 Pilot's common law trademark rights have been knowing, deliberate, willful, intended to cause  
 8 mistake and to deceive, and are in disregard of Pilot's rights.

9       55.     As a direct and proximate result of Defendant's violation of Pilot's common law  
 10 trademark rights, Pilot has suffered and will continue to suffer damages in an amount that Pilot  
 11 will prove at trial.

12       56.     Pilot has been, is now, and will be irreparably injured and damaged by Defendant's  
 13 aforementioned acts, and unless enjoined by the Court, Pilot will suffer further harm to its  
 14 reputation and goodwill. This harm is an injury for which Pilot has no adequate remedy at law.

#### 15                          **FOURTH CAUSE OF ACTION**

#### 16                          **UNFAIR COMPETITION**

#### 17                          **(CAL. BUS. & PROF. CODE §§ 17200)**

18       57.     Pilot realleges and incorporates herein by reference the matters alleged in  
 19 paragraphs 1 through 56 of this Complaint.

20       58.     On information and belief, Defendant manages, controls, and directs the promotion  
 21 and sale of the infringing and misleading products and services sold under the PILOT-based  
 22 Marks.

23       59.     Defendant's unauthorized use of the PILOT-based Marks and unauthorized  
 24 promotion and sale of its product and services is unfair competition, including unlawful and  
 25 fraudulent business practices in violation of California Business and Professional Code § 17200 *et*  
*seq.* and of Pilot's rights.

26       60.     Defendant's unauthorized use of the PILOT-based Marks is likely to cause  
 27 confusion, mistake, and deception among consumers and the public as to the source, origin,  
 28

sponsorship, affiliation, nature and/or quality of Pilot's products and services and commercial activities, thereby causing loss, damage, and injury to Pilot and to the purchasing public.

61. Pilot believes, and therefore alleges, that Defendant has obtained money or property through its misconduct that rightly belongs to Pilot and that it has deprived Pilot of that money or property.

62. As a direct and proximate result of Defendant's conduct, Pilot has suffered and will continue to suffer damages in an amount to be determined at trial.

63. Pilot has been, is now, and will be irreparably injured and damaged by Defendant's aforementioned acts, and unless enjoined by the Court, Pilot will suffer further harm to its reputation and goodwill. This harm is an injury for which Pilot has no adequate remedy at law.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Pilot asks the Court for a judgment against Defendant Pilot AI as follows:

1. An entry of an order and judgment requiring that Defendant and its officers, agents, servants, employees, owners and representatives, and all other persons, firms or corporations in active concert or participation with it, be enjoined and restrained from (a) using in any manner the infringing PILOT-based Marks or any mark or domain name that wholly incorporates the “PILOT” mark or is confusingly similar to or a colorable imitation of this mark; and (b) doing any act or thing calculated or likely to cause confusion or mistake in the minds of members of the public, including prospective customers of Pilot’s products or services, as to the source of the products or services offered for sale, distributed, or sold, or likely to deceive members of the public, including prospective customers, into believing that there is some connection between Defendant and Pilot;

2. Ordering Defendant, pursuant to 15 U.S.C. § 1118, to deliver up for destruction or impoundment, or to show proof of destruction or impoundment, to eliminate the infringing matter in all articles, materials, documents, files, advertisements, promotional items, servers, other storage media, systems, software, or other matter in their possession, custody, or control that infringe or otherwise violate Pilot's rights in Pilot's PILOT mark, or any mark that is confusingly

1 similar to or a colorable imitation of Pilot's PILOT mark, including all marks this Complaint  
 2 identifies;

3       3.     A judgment ordering Defendant, pursuant to 15 U.S.C. § 1116(a), to file with this  
 4 Court and serve upon Pilot within thirty (30) days after entry of the injunction, a report in writing  
 5 under oath setting forth in detail the manner and form in which Defendant has complied with the  
 6 injunction and ceased all offering of products and any related services under the infringing  
 7 PILOT-based Marks as set forth above;

8       4.     A judgment in the amount of Pilot's actual damages, Defendant's profits, Pilot's  
 9 reasonable attorneys' fees and costs of suit, and pre-judgment interest pursuant to 15 U.S.C. §  
 10 1117;

11       5.     A judgment for enhanced damages under 15 U.S.C. § 1117 and punitive damages  
 12 under state law as appropriate; and

13       6.     A judgment granting Pilot such other and further relief as the Court deems just and  
 14 proper.

16 Dated: August 21, 2023

FENWICK & WEST LLP

17 By: */s/Eric Ball*  
 18 Eric Ball

19 Attorneys for Plaintiff  
 20 PILOT.COM, INC.

## JURY DEMAND

22 Plaintiff Pilot hereby requests a trial by jury.

23 Dated: August 21, 2023

FENWICK & WEST LLP

24 By: */s/Eric Ball*  
 25 Eric Ball

26 Attorneys for Plaintiff  
 27 PILOT.COM, INC.

# **EXHIBIT A**

# United States of America

## United States Patent and Trademark Office

# PILOT

**Reg. No. 5,550,048**

Pilot.com, Inc. (DELAWARE CORPORATION)

P.o. Box 7775 No. 86889

San Francisco, CALIFORNIA 94120

**Registered Aug. 28, 2018**

CLASS 35: Bookkeeping services

**Int. Cl.: 35, 42**

FIRST USE 7-17-2017; IN COMMERCE 7-17-2017

**Service Mark**

CLASS 42: Providing temporary use of non-downloadable computer programs for bookkeeping, for organizing data relating to and servicing receivables and payables, for performing revenue recognition, for tracking income, expenses, and other financial metrics, for creating financial reports and for importing and organizing financial data

FIRST USE 7-17-2017; IN COMMERCE 7-17-2017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-763,153, FILED 01-19-2018



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- ***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- ***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# **EXHIBIT B**

**Generated on:** This page was generated by TSDR on 2023-07-06 12:01:36 EDT

**Mark:** PILOT

PILOT

**US Serial Number:** 97612190

**Application Filing Date:** Sep. 29, 2022

**Register:** Principal

**Mark Type:** Service Mark

**TM5 Common Status Descriptor:**



LIVE/APPLICATION/Awaiting Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and has not yet been assigned to an examiner.

**Status:** New application awaiting assignment to an examining attorney. [See current trademark processing wait times](#) for more information.

**Status Date:** Oct. 19, 2022

## Mark Information

**Mark Literal** PILOT  
**Elements:**

**Standard Character** Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

**Claim:**

**Mark Drawing** 4 - STANDARD CHARACTER MARK  
**Type:**

## Goods and Services

**Note:**

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (...) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*..\* identify additional (new) wording in the goods/services.

**For:** Tax preparation and filing services; Tax advisory and consulting services; Tax compliance services; Tax planning and tax management services; Foreign tax business services; Conducting financial tax studies; Providing tax analysis and calculation in the nature of business accounting and assessment and planning services; Accounting services; Responding to inquiries and audit examinations from tax authorities; Business auditing services; Business management and consulting services; Merger, acquisition and divestiture consulting and advisory services; Credit assessment services

**International Class(es):** 035 - Primary Class

**U.S Class(es):** 100, 101, 102

**Class Status:** ACTIVE

**Basis:** 1(b)

**For:** Financial Services; Financial services, namely, equity administration services; Financial services, namely, financial planning and investment advisory services; Financial services, namely, wealth management services; Financial services, namely, recording transactions on customer's equity ledgers; Financial services, namely, facilitating the issuance of equity awards to service providers; Maintaining and updating corporate records, namely, maintaining the number of authorized shares, par value and other principal rights and preferences, as maintainable in stock records and in accordance with the customer's charter, monitoring equity pool balances, and assisting 83(b) filings for the purchase of unvested shares

**International Class(es):** 036 - Primary Class

**U.S Class(es):** 100, 101, 102

**Class Status:** ACTIVE

**Basis:** 1(b)

**For:** Online non-downloadable software for tax preparation and consulting services; Online non-downloadable software to facilitate the collection of information and preparation and filing of tax forms

**International Class(es):** 042 - Primary Class

**U.S Class(es):** 100, 101

**Class(es):****Class Status:** ACTIVE**Basis:** 1(b)

## Basis Information (Case Level)

**Filed Use:** No**Currently Use:** No**Filed ITU:** Yes**Currently ITU:** Yes**Filed 44D:** No**Currently 44E:** No**Filed 44E:** No**Currently 66A:** No**Filed 66A:** No**Currently No Basis:** No**Filed No Basis:** No

## Current Owner(s) Information

**Owner Name:** Pilot.com, Inc.**Owner Address:** 353 Sacramento St Ste 1900  
San Francisco, CALIFORNIA UNITED STATES 94111**Legal Entity Type:** CORPORATION**State or Country** DELAWARE  
**Where Organized:**

## Attorney/Correspondence Information

### Attorney of Record

**Attorney Name:** Connie L. Ellerbach**Docket Number:** 39419-00070**Attorney Primary Email Address:** [trademarks@fenwick.com](mailto:trademarks@fenwick.com)**Attorney Email Authorized:** Yes

### Correspondent

**Correspondent Name/Address:** Connie L. Ellerbach  
FENWICK & WEST LLP  
801 CALIFORNIA STREET  
SILICON VALLEY CENTER  
MOUNTAIN VIEW, CALIFORNIA UNITED STATES 94041**Phone:** 650-988-8500**Fax:** 650-938-5200**Correspondent e-mail:** [trademarks@fenwick.com](mailto:trademarks@fenwick.com)**Correspondent e-mail Authorized:** Yes

### Domestic Representative - Not Found

## Prosecution History

Date	Description	Proceeding Number
Jun. 28, 2023	PRELIMINARY/VOLUNTARY AMENDMENT - ENTERED	96338
Jun. 28, 2023	ASSIGNED TO LIE	96338
Mar. 01, 2023	TEAS VOLUNTARY AMENDMENT RECEIVED	
Oct. 17, 2022	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
Oct. 03, 2022	NEW APPLICATION ENTERED	

## TM Staff and Location Information

### TM Staff Information - None

### File Location

**Current Location:** TMEG LAW OFFICE 101**Date in Location:** Jun. 28, 2023